



"CONFIDENTIAL" or some equivalent designation.

4. Any confidential documents or information shall be used by the receiving party only for the purposes of prosecuting this action.

5. Any person or firm, to whom confidential documents or information contained therein are to be disclosed pursuant to Paragraph 2 of this Order, shall first be advised by counsel for the receiving party that, pursuant to this Protective Order, that the person or firm may not divulge any confidential information to any other person. Counsel for the receiving party has the responsibility to provide such person with a copy of this Order and ensure that such person agrees to be bound by the terms of this Order in maintaining the confidentiality of such documents or information.

6. The production of confidential documents or information by any party pursuant to this Order shall not constitute a waiver of any privilege or other claim or right of withholding or confidentiality which it may have.

7. Upon the termination of this action by settlement, judgment or otherwise, all confidential documents and materials, together with all copies of the information contained therein, together with all originals and copies of notes, sketches, data compilations, extracts and reproductions reflecting information contained in these documents, shall be destroyed or returned to counsel for the disclosing party together with a letter certifying that all such documents, copies of such documents and/or written material recording the information contained in such documents, in the possession of counsel, experts or any other agent(s) of the party, have either been destroyed or returned to counsel for the producing party. The making of notes, comments, etc. by any person on protected documents or copies of such documents shall not operate to justify retention of the document(s) in question based on a claim of work product, privilege or

for any other reason. Counsel and the agents or representatives of a party or counsel shall maintain the confidentiality of any information derived from such documents or materials.

8 The provisions of this Stipulated Protective Order and the restrictions contained herein will not terminate at the conclusion of this lawsuit but will remain in effect.

Respectfully submitted,

**/s/ Jerry L. Schutza**

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ATTORNEYS FOR BANK OF NEW YORK MELLON  
TRUST COMPANY, N.A., AS TRUSTEE

IT IS SO ORDERED this \_\_\_\_ day of October, 2012.

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**UNITED STATES DISTRICT JUDGE**